

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO  
(VARIOUS EMPLOYERS)**

**Case 12-CB-153708**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its facility located at 707 E. Harrison Street, Tampa, Florida, including in all places where the Charged Party normally posts notices to employees and members. Further, if the Charged Party maintains bulletin boards at the facilities of employers to which it refers individuals to work, including the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in the Port Tampa Bay, Florida and Logistec USA, Inc. (Logistec) in Port Manatee, Florida, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Director will also send copies of the signed Notices in English and in additional languages if the Regional Director decides it is appropriate to do so, to Ports America, Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services, and Logistec USA, Inc. and request that the Notices be posted in prominent places for 60 consecutive days from the date of posting in the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Terminals in Port Tampa Bay, Florida and the facilities of Logistec USA, Inc. in Port Manatee, Florida.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from the date of approval of this agreement, the Charged Party will make whole the employee named below by payment of the backpay and interest amounts below opposite (b) (6), (b) (7)(C) name, and will further make whole the employee named below for all losses of benefits (b) (6), (b) (7)(C) suffered and for all seniority credit (b) (6), (b) (7)(C) lost as a result of the Charged Party's failure and refusal to refer (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2015, and on (b) (6), (b) (7)(C) 2015.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$596.00	\$16.00	\$3.00	\$615.00

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

(b) (6), (b) (7)(C)

**NON-ADMISSIONS** — By entering into this Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

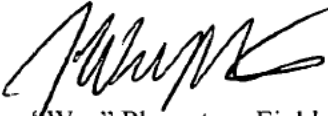
**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on October 30, 2015 in the instant case. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleading. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s)

(b) (6), (b) (7)(C)

provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>CHARGED PARTY</b>		<b>CHARGING PARTY</b>	
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1402, AFL-CIO		(b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
		(b) (6), (b) (7)(C)	4/6/16
Recommended By:	Date	Approved By:	Date
 John 'Wes' Plympton, Field Attorney	4/6/16	Margaret J. Diaz Regional Director, Region 12	4/7/2016

(b) (6), (b) (7)(C)

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** discriminate against former members of International Longshoremen's Association, Local 1759, AFL-CIO (Local 1759), or against users of our hiring hall who have seniority based on employment at Port Manatee, by requiring them to accept work at Port Manatee and refusing to refer them to work at Port Tampa Bay if they have sufficient seniority and job qualifications for referral to work at Port Tampa Bay, even if positions remain unfilled at Port Manatee.

**WE WILL NOT** depart from our established hiring hall rules and fail to refer you to work according to seniority in order to compel you to accept a less desirable work assignment.

**WE WILL NOT** operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** rescind Article 14 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida) and provide written notice to all of our hiring hall users that we have done so.

**WE WILL** make referrals from our hiring hall in accordance with our hiring hall rules, including Article 13 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida).

**WE WILL** make (b) (6), (b) (7)(C) whole for our failure and refusal to refer (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2015, and (b) (6), (b) (7)(C) 2015, with interest.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO**  
(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

(b) (6), (b) (7)(C)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

National Labor Relations Board  
Region 12  
201 E Kennedy Blvd Ste. 530  
Tampa, FL 33602-5824

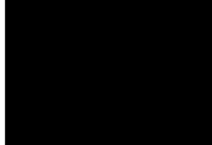
**Telephone:** (813) 228-2641  
**Hours of Operation:**  
8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO  
(VARIOUS EMPLOYERS)**

**Case 12-CB-153708**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its facility located at 707 E. Harrison Street, Tampa, Florida, including in all places where the Charged Party normally posts notices to employees and members. Further, if the Charged Party maintains bulletin boards at the facilities of employers to which it refers individuals to work, including the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in the Port Tampa Bay, Florida and Logistec USA, Inc. (Logistec) in Port Manatee, Florida, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Director will also send copies of the signed Notices in English and in additional languages if the Regional Director decides it is appropriate to do so, to Ports America, Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services, and Logistec USA, Inc. and request that the Notices be posted in prominent places for 60 consecutive days from the date of posting in the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Terminals in Port Tampa Bay, Florida and the facilities of Logistec USA, Inc. in Port Manatee, Florida.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from the date of approval of this agreement, the Charged Party will make whole the employee named below by payment of the backpay and interest amounts below opposite (b) (6), name, and will further make whole the employee named below for all losses of benefits (b) (6) suffered and for all seniority credit (b) (6) lost as a result of the Charged Party's failure and refusal to refer (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2015, and on (b) (6), (b) (7)(C) 2015.

Name	Backpay	Interest	Excess Tax	Total
(b) (6), (b) (7)(C)	\$596.00	\$16.00	\$3.00	\$615.00

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

*Ln 6  
3/31/16*



provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

CHARGED PARTY		CHARGING PARTY	
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1402, AFL-CIO		(b) (6), (b) (7)(C)	
By: Name and Title <i>James M. Gordon</i> <i>Legal Counsel</i>	Date <i>3/31/16</i>	By: Name and Title	Date
Recommended By: <i>Wes Plympton b7c2</i> John "Wes" Plympton, Field Attorney	Date	Approved By: <i>Margaret J. Diaz</i> Regional Director, Region 12	Date <i>4/17/2016</i>

*Lmf*  
*3/31/16*



(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** discriminate against former members of International Longshoremen's Association, Local 1759, AFL-CIO (Local 1759), or against users of our hiring hall who have seniority based on employment at Port Manatee, by requiring them to accept work at Port Manatee and refusing to refer them to work at Port Tampa Bay if they have sufficient seniority and job qualifications for referral to work at Port Tampa Bay, even if positions remain unfilled at Port Manatee.

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**WE WILL NOT** operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

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**WE WILL** rescind Article 14 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida) and provide written notice to all of our hiring hall users that we have done so.

**WE WILL** make referrals from our hiring hall in accordance with our hiring hall rules, including Article 13 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida).

**WE WILL** make (b) (6), (b) (7)(C) whole for our failure and refusal to refer (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2015, and (b) (6), (b) (7)(C) 2015, with interest.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO**

(Labor Organization)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

Ln 6  
3/31/16

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

National Labor Relations Board  
Region 12  
201 E Kennedy Blvd Ste. 530  
Tampa, FL 33602-5824

**Telephone:** (813) 228-2641  
**Hours of Operation:**  
8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

LNB  
3/31/16

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's Association,  
Local 1402 (Logistec USA)**

**Case 12-CB-169630**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its facility located at 707 E. Harrison Street, Tampa, Florida, including in all places where the Charged Party normally posts notices to employees and members. Further, if the Charged Party maintains bulletin boards at the facilities of employers to which it refers individuals to work, including the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services located at Port Tampa Bay, Florida and Logistec USA, Inc. (Logistec) located at Port Manatee, Florida, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Director will also send copies of the signed Notices in English and in additional languages if the Regional Director decides it is appropriate to do so, to Ports America, Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services, and Logistec USA, Inc., and request that the Notices be posted in prominent places for 60 consecutive days from the date of posting in their facilities located at Port Tampa Bay, Florida and Port Manatee, Florida

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to (b) (6), (b) (7)(C) of the amount opposite (b) (6), (b) (7)(C) name. The Charged Party will make appropriate withholdings for the named employee. No withholdings should be made from the interest portion of the backpay.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$480.00	\$5.00	\$485.00

Furthermore, the Charged Party will contribute \$145.25 to the combined pension, welfare, and vacation fund on behalf of (b) (6), (b) (7)(C). The Charged Party will credit (b) (6), (b) (7)(C) with 8 hours of seniority because (b) (6) was not referred to work on (b) (6), (b) (7)(C) 2016.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

(b) (6), (b) (7)(C)  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(b) (6), (b) (7)(C) Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

<b>Charged Party</b> International Longshoremen's Association, Local 1402, AFL-CIO		<b>Charging Party</b> (b) (6), (b) (7)(C)	
By: Name and Title (b) (6), (b) (7)(C)	Date 5/11/16	By: Name and Title (b) (6), (b) (7)(C)	Date 5/18/16
(b) (6), (b) (7)(C) Field	Date	Approved By: <i>Daniel Cohen</i> Acting Regional Director, Region 12	Date 5/19/16
Attorney			

John W. Plympton

Digitally signed by John W. Plympton  
 DN: cn=John W. Plympton, o=National Labor Relations Board,  
 ou, email=john.plympton@nrlb.gov, c=US  
 Date: 2016.05.18 15:35:41 -0400

(b) (6), (b) (7)(C)  
 (b) (6), (b) (7)(C)



(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
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**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** depart from our established hiring hall rules <sup>or</sup> ~~and~~ fail to refer you to work according to seniority.

**WE WILL NOT** operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** make whole (b) (6), (b) (7)(C) for the wages and benefits (b) (6) lost because of our failure to refer (b) (6), (b) (7)(C) to work at Port Manatee on (b) (6), (b) (7)(C) 2016.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO**

(Employer)

Dated: 5/11/16 (b) (6), (b) (7)(C), (b) (7)(C)  
(b) (6), (b) (7)(C) Representative (Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).*

201 E Kennedy Blvd Ste 530  
Tampa, FL

Telephone: (813)228-2641  
Hours of Operation: 8 a.m. to 4:30 p.m.

(b) (6), (b) (7)(C)

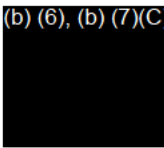
(b) (6), (b) (7)(C)

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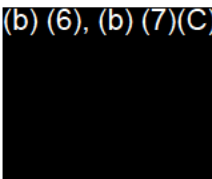
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(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

International Longshoremen's  
Association, Local 1402, AFL-CIO, CLC  
(Ceres Marine Terminals, Inc.)

Cases 12-CB-196750,  
12-CB-197969

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its facility located at 707 E. Harrison Street, Tampa, Florida, including in all places where the Charged Party normally posts notices to employees and members. Further, if the Charged Party maintains bulletin boards at the facilities of the employers to which it refers individuals to work, including the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in the Port Tampa Bay, Florida and Logistec USA, Inc. in Port Manatee, Florida, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Director will also send copies of the signed Notices in English and in additional languages if the Regional Director decides it is appropriate to do so, to Ports America, Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services, and Logistec USA, Inc. and request that the Notices be posted in prominent places for 60 consecutive days from the date of posting in the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in Port Tampa Bay, Florida and the facilities of Logistec USA, Inc. in Port Manatee, Florida.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from the date of approval of this agreement, the Charged Party will make whole the employees named below by payment of the backpay and interest amounts below opposite their name, and will further make whole the employees named below for all losses of benefits they suffered and for all seniority credit they lost as a result of the Charged Party's failure and refusal to refer (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C), 2017, and (b) (6), (b) (7)(C) to work at Port Tampa Bay on (b) (6), (b) (7)(C) 2017.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$414.00	\$11.00	\$425.00
(b) (6), (b) (7)(C)	\$174.00	\$2.00	\$176.00

**PENSION, WELFARE, VACATION AND HOLIDAY BENEFITS** - Within 14 days from the date of approval of this agreement, the Charged Party will make (b) (6), (b) (7)(C) whole for all pension, welfare, vacation and holiday benefits by paying on (b) (6), (b) (7)(C) behalf \$80.00 to the Tampa Maritime Association - International Longshoremen's Association Pension Fund, \$40.00 to the MILA National Health Plan and \$4.92 to the South Atlantic ILA/Employers District Escrow Fund (SADEF).

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this

agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**PARTIES TO THE AGREEMENT** — If the Charging Parties fail or refuse to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Parties do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a



U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**[2]**

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If either Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party – Cases 12-CB-196750, 12-CB-197969</b> International Longshoremen's Association, Local 1402, AFL-CIO, CLC		<b>Charging Party – Case 12-CB-196750</b> (b) (6), (b) (7)(C) an Individual	
By: Name and Title Date		By: Name and Title Date	
Print Name and Title below		(b) (6), (b) (7)(C) 8-31-17 Print Name and Title below	
<b>Charging Party – Case 12-CB-197969</b> (b) (6), (b) (7)(C) an Individual			
By: Name and Title Date			
Print Name and Title below			
Recommended By: <i>Paul D'Aurora</i> Date: <i>9/6/17</i> PAUL D'AURORA Field Examiner		Approved By: <i>David Cohen</i> Date: <i>9/6/2017</i> DAVID COHEN Regional Director, Region 12	

3 **[2]**

**[2]**

(b) (6), (b) (7)(C)



**NOTICE TO EMPLOYEES AND MEMBERS****(To be printed and posted on official Board notice form)****FEDERAL LAW GIVES YOU THE RIGHT TO:**

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with your employer on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.**WE WILL NOT** depart from our established hiring hall rules or operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.**WE WILL NOT** fail or refuse to refer you to work in accordance with our hiring hall rules in order to force you to accept a work assignment that is less desirable to you.**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.**WE WILL NOT** tell our members that we will not pay grievance settlements because they filed charges with the National Labor Relations Board.**WE WILL** make referrals from our hiring hall in accordance with our hiring hall rules, including Article 13 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida).**WE WILL** make (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) whole for our failure and refusal to refer them to work at Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services on (b) (6), (b) (7)(C) 2017, and (b) (6), (b) (7)(C) 2017, respectively, with interest.**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO, CLC****(Labor Organization)**

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*

(b) (6), (b) (7)(C)

*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

National Labor Relations Board, Region 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Telephone: (813) 228-2641  
Hours of Operation: 8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's  
Association, Local 1402, AFL-CIO, CLC  
(Ceres Marine Terminals, Inc.)**

**Cases 12-CB-196750,  
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<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$414.00	\$11.00	\$425.00
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**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this



U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If either Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party – Cases 12-CB-196750, 12-CB-197969</b> International Longshoremen's Association, Local 1402, AFL-CIO, CLC		<b>Charging Party – Case 12-CB-196750</b> (b) (6), (b) (7)(C) an Individual	
By:	Name and Title	Date	By: Name and Title Date
	<i>Laurence M. Goodman</i>	<i>8/31/17</i>	
Print Name and Title below <i>Laurence M. Goodman</i> <i>Legal Counsel</i>			Print Name and Title below
<b>Charging Party – Case 12-CB-197969</b> (b) (6), (b) (7)(C), an Individual			
By:	Name and Title	Date	
Print Name and Title below			
Recommended By:	Date	Approved By:	Date
<i>Paul D'Aurora</i>	<i>9/6/17</i>	<i>David Cohen</i>	<i>9/6/2017</i>
PAUL D'AURORA Field Examiner		DAVID COHEN Regional Director, Region 12	



## NOTICE TO EMPLOYEES AND MEMBERS

(To be printed and posted on official Board notice form)

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- Choose a representative to bargain with your employer on your behalf;
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- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** depart from our established hiring hall rules or operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

**WE WILL NOT** fail or refuse to refer you to work in accordance with our hiring hall rules in order to force you to accept a work assignment that is less desirable to you.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL NOT** tell our members that we will not pay grievance settlements because they filed charges with the National Labor Relations Board.

**WE WILL** make referrals from our hiring hall in accordance with our hiring hall rules, including Article 13 of the Merger and Operating Agreement of ILA Locals 1402 and Local 1759 (Tampa, Florida).

**WE WILL** make (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) whole for our failure and refusal to refer them to work at Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services on (b) (6), (b) (7)(C) 2017, and (b) (6), (b) (7)(C) 2017, respectively, with interest.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO, CLC**

(Labor Organization)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*

Ln 6  
8/31/17

*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

National Labor Relations Board, Region 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Telephone: (813) 228-2641  
Hours of Operation: 8 a.m. to 4:30 p.m.

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LMG  
8/31/17

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NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's  
Association, Local 1402, AFL-CIO, CLC  
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**Cases 12-CB-196750,  
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Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

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<b>Charged Party – Cases 12-CB-196750, 12-CB-197969</b> International Longshoremen's Association, Local 1402, AFL-CIO, CLC	<b>Charging Party – Case 12-CB-196750</b> (b) (6), (b) (7)(C) an Individual
By: Name and Title Date	By: Name and Title Date
Print Name and Title below	Print Name and Title below
<b>Charging Party – Case 12-CB-197969</b> (b) (6), (b) (7)(C) an Individual	
By: Name and Title Date 9-1-17 (b) (6), (b) (7)(C) Print Name and Title below (b) (6), (b) (7)(C)	
Recommended By: (b) (6), (b) (7)(C) Date 9/6/17 PAUL D'AURORA Field Examiner	Approved By: Date 9/6/2017 David Cohen DAVID COHEN Regional Director, Region 12



## NOTICE TO EMPLOYEES AND MEMBERS

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### INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1402, AFL-CIO, CLC

(Labor Organization)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

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*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

National Labor Relations Board, Region 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Telephone: (813) 228-2641  
Hours of Operation: 8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's  
Association, Local 1402, AFL-CIO, CLC  
(Logistec, Inc.)**

**Cases 12-CB-219430, 12-CB-219555,  
12-CB-220932, 12-CB-222206, and  
12-CB-222233**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places at its facility located in Tampa, Florida, including in all places where the Charged Party normally posts notices to employees and members, including any such places at the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in the Port Tampa Bay, Florida and Logistec USA, Inc. in Port Manatee, Florida. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Director will also send copies of the signed Notices in English and in additional languages if the Regional Director decides it is appropriate to do so, to Ports America, Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services, and Logistec USA, Inc. and request that the Notices be posted in conspicuous places for 60 consecutive days from the date of posting in the facilities of Ports America and Ceres Marine Terminals, Inc. d/b/a Ceres Cruise Services in Port Tampa Bay, Florida and the facilities of Logistec USA, Inc. in Port Manatee, Florida.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from the date of approval of this agreement, the Charged Party will make whole the employees named below by payment of the backpay and interest amounts below opposite their name, and will further make whole the employees named below for all losses of benefits they suffered and for all seniority credit they lost as a result of the Charged Party's failure and refusal to refer (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to work at Port Manatee on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2018. No deductions shall be made from these amounts.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$373.00	\$8.00	\$381.00
(b) (6), (b) (7)(C)	\$395.00	\$9.00	\$404.00
(b) (6), (b) (7)(C)	\$690.00	\$15.00	\$705.00
(b) (6), (b) (7)(C)	\$463.00	\$10.00	\$473.00

**PENSION, WELFARE, VACATION AND HOLIDAY BENEFITS** - Within 14 days from the date of approval of this agreement, the Charged Party will make (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) whole for all pension, welfare, vacation and holiday benefits by paying to the combined Pension, Welfare, and Vacation/Holiday fund the following amounts on each of their behalf:

<u>Name</u>	<u>Combined Pension, Welfare, Vacation/Holiday Fund</u>
(b) (6), (b) (7)(C)	\$138.00
(b) (6), (b) (7)(C)	\$154.00
(b) (6), (b) (7)(C)	\$283.00
(b) (6), (b) (7)(C)	\$200.00

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Parties fail or refuse to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No Am  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Parties do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 27, 2018, in the instant case(s). Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues



raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel. The above paragraph shall only be applicable until six months after this case is closed on compliance.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If either Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> International Longshoremen's Association, Local 1402, AFL-CIO, CLC	<b>Charging Party – Case 12-CB-219430</b> (b) (6), (b) (7)(C)
By: Name and Title Date  <i>Lesley A Mardon 10/11/18</i> Print Name and Title below Lesley Mardon Counsel to Local 1402, ILA, AFL-CIO	By: (b) (6), (b) (7)(C) Date  /s/ (b) (6), (b) (7)(C) 10-16-18
<b>Charging Party – Case 12-CB-219555</b> (b) (6), (b) (7)(C)	<b>Charging Party – Case 12-CB-220932</b> (b) (6), (b) (7)(C)
<b>Charging Party – Case 12-CA-222206 &amp; 12-CA-222233</b> (b) (6), (b) (7)(C)	
Recommended By: Date  /s/ John W. Plympton: 10-19-18 John Plympton, Field Attorney	Approved By: Date  <i>David Cohen 10/22/2018</i> David Cohen, Regional Director, Region 12



## NOTICE TO EMPLOYEES AND MEMBERS

(To be printed and posted on official Board notice form)

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** fail or refuse to follow our established hiring hall practices and procedures with respect to the referral of persons to fill core gang positions for Logistec at Port Manatee.

**WE WILL NOT** fail or refuse to refer you to work according to our established hiring hall practices and procedures.

**WE WILL NOT** threaten hiring hall users with bodily harm or other reprisals because they file charges with the National Labor Relations Board and/or question our conduct in operation of our hiring hall.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your above rights under Section 7 of the National Labor Relations Act.

**WE WILL** post a sign-up sheet for all core gang positions created in the Logistec USA, Inc. Port Manatee warehouse since about April 10, 2018, for two weeks at our hiring hall in Tampa, Florida and **WE WILL** select individuals for referral to those positions based on their seniority and qualifications, pursuant to our past practice.

**WE WILL** make referrals from our hiring hall based on objective criteria and in accordance with our hiring hall rules.

**WE WILL** make (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) whole for loss of earnings with interest and other benefits suffered as a result of not being referred for work at Logistec, Inc. on (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) 2018.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO, CLC**

(Labor Organization)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

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Am

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's Association,  
Local 1402, AFL-CIO (Ports America)**

**Case 12-CB-219598**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY AND BENEFIT FUNDS** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by issuing payment to (b) (6), (b) (7)(C) in the amounts opposite (b) (6), (b) (7)(C) name.

Employee	Backpay	Interest	Total
(b) (6), (b) (7)(C)	\$368.00	\$8.00	\$376.00

**REIMBURSEMENT OF BENEFIT FUNDS** — Within 14 days from approval of this agreement, the Charged Party will reimburse the Management-ILA Managed Healthcare Trust Fund (MILA) in the amount of \$70.00 and the TMA-ILA Pension Fund in the amount of \$79.80 on behalf of (b) (6), (b) (7)(C), and the Charged Party will notify the TMA-ILA Pension Fund that 14 hours of work are to be credited to (b) (6), (b) (7)(C)

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

Am  
7/30/18

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes LAM  
          Initials

No \_\_\_\_\_  
          Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees and Members, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees and Members. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

LAM  
7/30/18

<b>Charged Party</b> <b>International Longshoremen's Association, Local</b> <b>1402, AFL-CIO (Ports America)</b>	<b>Charging Party</b> (b) (6), (b) (7)(C)
<b>By:</b> Name and Title Date  Lesley A. Mardon 7/30/18 Print Name and Title below Lesley A. Mardon Attorney for Charged Party	<b>By:</b> Name and Title Date   Print Name and Title below
<b>Recommended By:</b> Date Rafael Aybar 7/31/18 RAFAEL AYBAR Field Attorney	<b>Approved By:</b> Date David Cohen July 31, 2018 DAVID COHEN Regional Director, Region 12



(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** depart from our established hiring hall rules by failing or refusing to refer you to work in seniority order, or otherwise operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your above rights under Section 7 of the National Labor Relations Act.

**WE WILL** make (b) (6), (b) (7)(C) whole for any loss of earnings and other benefits suffered as a result of not being referred for work on (b) (6), (b) (7)(C) 2018.

**WE WILL** make referrals from our hiring hall in accordance with our established hiring hall rules.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO**

(Labor Organization)

Dated: 7/30/18 By: Leah A. Martin Attorney for Charged Party  
(Representative) (Title)

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*LM*  
*7/30/18*

201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Telephone: (813)228-2641  
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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Longshoremen's Association,  
Local 1402, AFL-CIO (Ports America)**

**Case 12-CB-219598**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY AND BENEFIT FUNDS** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by issuing payment to (b) (6), (b) (7)(C) in the amounts opposite (b) (6), (b) (7)(C) name.

<b>Employee</b>	<b>Backpay</b>	<b>Interest</b>	<b>Total</b>
(b) (6), (b) (7)(C)	\$368.00	\$8.00	\$376.00

**REIMBURSEMENT OF BENEFIT FUNDS** — Within 14 days from approval of this agreement, the Charged Party will reimburse the Management-ILA Managed Healthcare Trust Fund (MILA) in the amount of \$70.00 and the TMA-ILA Pension Fund in the amount of \$79.80 on behalf of (b) (6), (b) (7)(C), and the Charged Party will notify the TMA-ILA Pension Fund that 14 hours of work are to be credited to (b) (6), (b) (7)(C).

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**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

(b) (6), (b) (7)(C)

7-3-18

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Yes \_\_\_\_\_  
                    Initials

No \_\_\_\_\_  
                    Initials

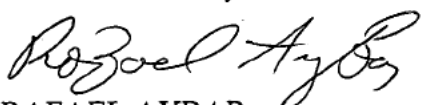
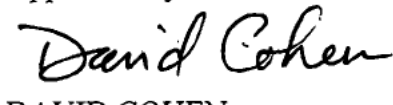
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The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees and Members, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees and Members. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

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(b) (6), (b) (7)(C)

7-31-18

<b>Charged Party</b> <b>International Longshoremen's Association, Local 1402, AFL-CIO (Ports America)</b>			<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>		
By:	Name and Title	Date	By:	Name and Title	Date
				<b>(b) (6), (b) (7)(C)</b>	7-31-18
Print Name and Title below			Print Name <sup>(b) (6), (b) (7)(C)</sup> below		
			<b>(b) (6), (b) (7)(C)</b>		
Recommended By:			Approved By:		
		Date 7/31/18			Date July 31, 2018
RAFAEL AYBAR Field Attorney			DAVID COHEN Regional Director, Region 12		



(To be printed and posted on official Board notice form)

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**WE WILL NOT** depart from our established hiring hall rules by failing or refusing to refer you to work in seniority order, or otherwise operate our hiring hall in an arbitrary or discriminatory manner, or in bad faith.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your above rights under Section 7 of the National Labor Relations Act.

**WE WILL** make (b) (6), (b) (7)(C) whole for any loss of earnings and other benefits suffered as a result of not being referred for work on (b) (6), (b) (7)(C) 2018.

**WE WILL** make referrals from our hiring hall in accordance with our established hiring hall rules.

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO**

(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

(b) (6), (b) (7)(C)

7-31-18

201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

**Telephone:** (813)228-2641  
**Hours of Operation:** 8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO  
(CERES MARINE TERMINALS, INC.)

and

Case 12-CB-225882

ERNEST RICHARDS, JR., an Individual

and

Case 12-CB-226328

JOSEPH ROLFE, an Individual

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1402, AFL-CIO  
(LOGISTEC USA, INC)

and

Case 12-CB-226103

STEPHEN WHITEHEAD, an Individual

and

Cases 12-CB-229319 and  
12-CB-230177

DERRICK JOHNSON, an Individual

**FORMAL SETTLEMENT STIPULATION**

**I. INTRODUCTION**

Through this formal settlement stipulation, the parties to this proceeding — International Longshoreman's Association, Local 1402 ("Respondent"), Ernest Richards, Jr. ("Charging Party Richards"), Stephen Whitehead ("Charging Party Whitehead"), Joseph Rolfe ("Charging Party Rolfe"), Derrick Johnson ("Charging Party Johnson"), and the General Counsel of the National Labor Relations Board — agree that, upon approval of this stipulation by the Board, a Board Order

in conformity with its terms will issue and a court judgment enforcing the Order will be entered.

The parties also agree to the following:

## **II. JURISDICTION AND LABOR ORGANIZATION STATUS**

1) At all material times, Ceres Marine Terminals, Inc. (Ceres), a Maryland corporation with an office and place of business in Tampa, Florida and other places of business in the United States, has been engaged in the business of loading and unloading passengers and freight and providing other stevedoring services. During the past 12 months, Ceres, in conducting its business operations described above, derived gross revenues in excess of \$50,000 for the transportation of passengers and freight in interstate commerce under arrangements with and as agent for various common carriers, each of which operates between various states of the United States, and between the State of Florida and foreign countries. Based on its operations described above, Ceres functions as an essential link in the transportation of freight in interstate commerce. At all material times, Ceres has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2) At all material times, Logistec USA Inc. (Logistec), a Delaware corporation with an office and place of business at Port Manatee, Florida and other places of business in the United States, has been engaged in the business of loading and unloading palletized and containerized fruit and other cargoes, and providing other stevedoring services. During the past 12 months, Logistec, in conducting its business operations described above, derived gross revenues in excess of \$50,000 for the transportation of freight in interstate commerce under arrangements with and as agent for various common carriers, each of which operates between various states of the United States, and between the State of Florida and foreign countries. Based on its operations described above, Logistec functions as an essential link in the transportation of freight in interstate

commerce. At all material times, Logistec has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3) At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

### **III. PROCEDURE**

#### **1. FILING AND RECEIPT OF CHARGES**

(a) The original charge in Case 12-CB-225882 was filed by Charging Party Richards on August 20, 2018, and a copy was served by U.S. mail on Respondent on the same date. Respondent acknowledges receipt of the original charge in Case 12-CB-225882.

(b) The first amended charge in Case 12-CB-225882 was filed by Charging Party Richards on October 23, 2018, and a copy was served by U.S. mail on Respondent on October 24, 2018. Respondent acknowledges receipt of the first amended charge in Case 12-CB-225882.

(c) The original charge in Case 12-CB-226103 was filed by Charging Party Whitehead on August 22, 2018, and a copy was served by U.S. mail on Respondent on August 23, 2018. Respondent acknowledges receipt of the original charge in Case 12-CB-226103.

(d) The first amended charge in Case 12-CB-226103 was filed by Charging Party Whitehead on November 9, 2018, and a copy was served by U.S. mail on Respondent on November 14, 2018. Respondent acknowledges receipt of the first amended charge in Case 12-CB-226103.

(e) The charge in Case 12-CB-226328 was filed by Charging Party Rolfe on August 27, 2018, and a copy was served by U.S. mail on Respondent on August 28, 2018. Respondent acknowledges receipt of the charge in Case 12-CB-226328.



(f) The charge in Case 12-CB-229319 was filed by Charging Party Johnson on October 16, 2018, and a copy was served by U.S. mail on Respondent on October 17, 2018. Respondent acknowledges receipt of the original charge in Case 12-CB-229319.

(g) The charge in Case 12-CB-230177 was filed by Charging Party Johnson on October 30, 2018, and a copy was served by U.S. mail on Respondent on October 31, 2018. Respondent acknowledges receipt of the original charge in Case 12-CB-230177.

## **2. ISSUANCE OF COMPLAINTS**

(a) On November 30, 2018, the Regional Director for Region 12 of the Board issued the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882 and 12-CB-226328, alleging that Respondent violated the Act. Respondent, Charging Party Richards, and Charging Party Rolfe each acknowledge receipt of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which was served by certified mail on November 30, 2018.

(b) On December 31, 2018, the Regional Director for Region 12 of the Board issued the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103 and 12-CB-226328, alleging that Respondent violated the National Labor Relations Act. Respondent, Charging Party Richards, Charging Party Rolfe, and Charging Party Whitehead, each acknowledge receipt of the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103 and 12-CB-226328, which was served by certified mail on December 31, 2018.

(c) On February 4, 2019, the Regional Director for Region 12 of the Board issued the Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103, 12-CB-226328, 12-CB-229319, and 12-CB-230177, alleging that

Respondent violated the National Labor Relations Act. Respondent, Charging Party Richards, Charging Party Rolfe, Charging Party Whitehead, and Charging Party Johnson each acknowledge receipt of a copy of the Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103, 12-CB-226328, 12-CB-229319, and 12-CB-230177, which was served by certified mail on February 4, 2019.

**3. WITHDRAWAL OF ANSWERS**

By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent in Cases 12-CB-225882 and 12-CB-226328 on or about December 26, 2018, and the Answer to the Third Consolidated Complaint filed by Respondent on March 4, 2019 in Cases 12-CB-225882, 12-CB-226103, 12-CB-226328, 12-CB-229319, and 12-CB-230177, are withdrawn.

**4. WAIVER**

With respect to the Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103, 12-CB-226328, 12-CB-229319, and 12-CB-230177, all parties waive the following: (a) filing of answers; (b) a hearing; (c) an administrative law judge's decision; (d) the filing of exceptions and briefs; (e) oral arguments before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

**5. THE RECORD**

The entire record in this matter consists of the following documents: this stipulation, the charges and amended charges; the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882 and 12-CB-226328; the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103

and 12-CB-226328; and the Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing in Cases 12-CB-225882, 12-CB-226103, 12-CB-226328, 12-CB-229319, and 12-CB-230177. Copies of the charges, amended charges, and consolidated complaints are attached as Exhibits 1 through 10.

**6. ENTIRE AGREEMENT**

This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

**7. SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE**

This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board, and the court may make findings of fact and/or conclusions of law with respect to that evidence.

**8. EFFECTIVE DATE**

This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the documents constituting the record as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

**V. ORDER**

Based upon this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, International Longshoremen's Association, Local 1402, AFL-CIO, its officers, agents, successors and assigns, shall:

**1. CEASE AND DESIST FROM:**

(a) Failing or refusing to refer hiring hall users to work according to its collective-bargaining agreements and based on objective and established hiring hall rules and procedures.

(b) Failing or refusing to refer hiring hall users for employment with Ceres Marine Terminals, Inc. or Logistec USA, Inc., employers with which it has an exclusive hiring hall relationship, or causing those employers not to employ hiring hall users, for reasons that are arbitrary, discriminatory, or in bad faith.

(c) Failing or refusing to timely respond to employee requests for information regarding the status of their grievances against any employers with which it has collective-bargaining relationships.

(d) Unilaterally removing an employee from Logistec USA, Inc. core gang.

(e) Failing or refusing to process the grievances of employees it represents for reasons that are arbitrary, discriminatory, or in bad faith, or processing grievances in a perfunctory manner.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

**2. TAKE THE FOLLOWING AFFIRMATIVE ACTION:**

(a) Within 14 days from the date of the Board's Order, Respondent will make whole the employees named below for the loss of wages they suffered as a result of Respondent's failure and

refusal to refer them to work with Ceres Marine Terminals, Inc. on July 18, 2018, by payment to the employees of the amounts of backpay, interest, and compensation for excess tax liability set forth below opposite their respective names. No deductions shall be made from these amounts.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>
Robert Cato	\$477.00	\$15.00	\$22.00
Frank Crum, Jr.	\$427.00	\$13.00	\$19.00
Lawrence Hemmingway	\$377.00	\$12.00	\$17.00
Charles Richards, Sr.	\$447.00	\$14.00	\$20.00
Ernest Richards, Jr.	\$477.00	\$15.00	\$22.00
Joseph Rolfe	\$477.00	\$15.00	\$22.00

(b) Within 14 days from the date of the Board's Order, Respondent will make whole employee Derrick Johnson for the loss of wages he suffered as a result of Respondent's failure and refusal to refer him to work with Logistec USA, Inc. on the ship core gang commonly known as the Doster gang for the period from October 30, 2018 through March 22, 2019, by payment to him of \$2,962.00 in backpay, \$43.00 in interest, and \$5.00 in compensation for excess tax liability. No deductions shall be made from these amounts. Respondent has referred Derrick Johnson to work for Logistec USA, Inc. in his former position on the ship core gang commonly known as the Doster gang and requested that Logistec USA, Inc. reinstate Derrick Johnson to that position, and Logistec USA has reinstated Derrick Johnson in that position.

(c) Within 14 days from the date of the Board's Order, Respondent will make whole employee Derrick Johnson for the loss of pension, welfare, vacation and holiday benefits he suffered as a result of Respondent's failure and refusal to refer him to work with Logistec USA, Inc. on the ship core gang commonly known as the Doster gang for the period from October 30, 2018 through March 22, 2019, by contributing \$841.00 on behalf of Derrick Johnson to the Local 1402 (Tampa Banana Handlers) Pension, Welfare, and Vacation/Holiday Fund and directing said Fund to credit Derrick Johnson with 117 hours of seniority credit.



(d) Within 14 days from the date of the Board's Order, request that Logistec USA, Inc. agree to arbitrate a grievance regarding the written warning issued to Stephen Whitehead by Logistec USA, Inc. on or about September 9, 2017, if said grievance cannot otherwise be resolved.

(e) Within 14 days of service by the Region, post at its 707 E. Harrison Street, Tampa, Florida facility, and at all places at the facilities of Ceres in Port of Tampa, Florida, and Logistec USA, Inc. in Port Manatee, Florida, where Respondent normally posts notices to employees and members, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by Region 12, after being signed and dated by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Within 14 days after service by the Region, Respondent shall deliver to the Regional Director for Region 12 signed copies of the notice in sufficient number for posting by Ceres in Port of Tampa, Florida, and Logistec USA, Inc. in Port Manatee, Florida, if Ceres and Logistec wish, in all places where notices to employees are customarily posted.

(g) Within 14 days after service by the Region, Respondent shall distribute copies of the attached notice marked "Appendix," after being signed and dated by Respondent's authorized representative, to all officers and agents of Respondent at Respondent's facility located at 707 E. Harrison Street, Tampa, Florida.


(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps Respondent has taken to comply.

**VI. ENFORCEMENT OF ORDER**

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including compliance with the Order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's order after entry of the judgment only to the extent that it has not already done so.

**INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1402, AFL-CIO,**  
Respondent

By:



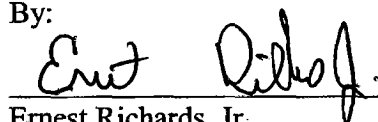
Leon Chandler, President  
International Longshoremen's Association, Local 1402, AFL-CIO  
707 E. Harrison St.  
Tampa, Florida 33602-3424

11-12-19

Date

**ERNEST RICHARDS, JR.,** Charging Party, Case 12-CB-225882

By:



Ernest Richards, Jr.  
401 E. 7th Ave., Apt. 1204  
Tampa, FL 33602-2741

11-22-2019

Date

**JOSEPH ROLFE,** Charging Party, Case 12-CB-226328

By:



Joseph Rolfe  
7407 Patrician Pl.  
Tampa, Florida 33619-5601

11/21/19

Date

**STEPHEN WHITEHEAD**, Charging Party, Case 12-CB-226103

By:

Stephen Whitehead

Stephen Whitehead  
8621 N. Mulberry St.  
Tampa, Florida 33604-1940

11/22/19  
Date

**DERRICK JOHNSON**, Charging Party, Cases 12-CB-229319 and 12-CB-230177

By:

Derrick Johnson

Derrick Johnson  
2335 W. Nassau St.  
Tampa, Florida 33607

11/22/19  
Date

**GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD**

Approval Recommended By:

Rafael Aybar

Rafael Aybar, Field Attorney  
National Labor Relations Board, Region 12  
201 E. Kennedy Blvd. Suite 530  
Tampa, Florida 33602

11/26/19  
Date

Approved By:

David Cohen

David Cohen, Regional Director  
National Labor Relations Board, Region 12  
201 E. Kennedy Blvd., Suite 530  
Tampa, Florida 33602

November 27, 2019  
Date

## Appendix

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** fail or refuse to refer you for employment according to the terms of our collective-bargaining agreements with employers and based on objective and established hiring hall rules and procedures.

**WE WILL NOT** fail or refuse to refer you for employment with Ceres Marine Terminals, Inc. or Logistec USA, Inc., employers with which we have an exclusive hiring hall relationship, or cause those employers not to employ you, for reasons that are arbitrary, discriminatory, or in bad faith.

**WE WILL NOT** fail or refuse to timely respond to your requests for information regarding the status of your grievances against any employers with which we have collective-bargaining relationships.

**WE WILL NOT** unilaterally remove you from a Logistec USA, Inc. core gang.

**WE WILL NOT** fail or refuse to process the grievances of employees we represent in a manner that is perfunctory, or for reasons that are arbitrary, discriminatory, or in bad faith.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your above stated rights under Section 7 of the Act.

**WE WILL** make whole Robert Cato, Frank Crum, Jr., Lawrence Hemmingway, Charles Richards, Sr., Ernest Richards, Jr., and Joseph Rolfe for the loss of earnings they suffered because they were not referred for work at Ceres Marine Terminals, Inc., on July 18, 2018.

**WE HAVE** referred Derrick Johnson to work for Logistec USA, Inc. in his former position on the ship core gang commonly known as the Doster gang and requested that Logistec USA, Inc. reinstate Derrick Johnson to that position, and Logistec USA has reinstated Derrick Johnson in that position.

